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#### Contract Database Metadata Elements

Title: **Penfield Central School District and Penfield School Transportation Association (2011)**

Employer Name: **Penfield Central School District**

Union: **Penfield School Transportation Association**

Local:

Effective Date: **07/01/2011**

Expiration Date: **06/30/2013**

PERB ID Number: **5920**

Unit Size:

Number of Pages: **32**

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**CONTRACTUAL AGREEMENT**

**between the**

**PENFIELD SCHOOL TRANSPORTATION ASSOCIATION**

**and the**

**SUPERINTENDENT OF SCHOOLS**

**PENFIELD CENTRAL SCHOOL DISTRICT  
PENFIELD, NEW YORK**

**JULY 1, 2011 through JUNE 30, 2013**





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## **PREAMBLE**

This agreement is made and entered into this day, December 6, 2011, by and between the Penfield Central School District, hereinafter referred to as the "District," and Penfield School Transportation Association, hereinafter referred to as the "Association," to establish wages, hours, and terms and conditions of employment for the employees covered by this Agreement. Whenever the masculine gender is used in this Agreement it shall be construed to include persons of the female sex.

## **ARTICLE 1 RECOGNITION CLAUSE**

The District, having determined that the Penfield School Transportation Association is supported by a majority of all full-time and regular part-time bus drivers, hereby recognizes the Association as the sole and exclusive bargaining representative for all of its employees in the following classifications, pursuant to the Public Employees' Fair Employment Act and governed by its provisions under the Rules and Regulations of the Public Employment Relations Board (PERB):

All regular bus drivers, regular part-time bus drivers, substitutes, and bus attendants excluding all supervisors and bus mechanics.

## **ARTICLE II MEETINGS**

### **Section 1. MEETINGS**

The District reserves the right to call meetings whenever, in the District's discretion, circumstances require them. All unit members are required to attend such meetings.

The Director of Transportation or his/her designee shall distribute and post a schedule of meetings for the next school year by June 1 of the current school year and shall provide a 14-day notification should it be necessary to change the schedule except as mandated by law.

Any unit member unable to attend bus driver meetings must request written permission to be absent from the Director of Transportation in advance. A unit member who is granted written permission to absent himself from such meeting is responsible for obtaining the information they missed and are accountable for new information transmitted.

## **Section 2.      ORIENTATION**

Any unit member who fails to appear for orientation without prior approval from the Director of Transportation may be subject to disciplinary action.

All unit members must complete the New York State Education Department mandated orientation prior to transporting students. A unit member who is unable to attend the scheduled orientation meeting is obligated to attend a make-up session scheduled by the Director of Transportation.

## **ARTICLE III ASSOCIATION MEMBER CLASSIFICATION**

### **Section 1.      REGULAR DRIVERS**

Regular drivers are available for work 6:45 a.m. to 9:00 a.m. and 1:45 p.m. to 4:00 p.m. each day, Monday through Friday. A minimum four and one-half (4.5) hour day is guaranteed.

### **Section 2.      PART-TIME DRIVERS**

Part-time drivers are available for work each day, either 6:45 a.m. to 9:00 a.m. or 1:45 p.m. to 4:00 p.m. A minimum two and one-quarter (2.25) hour day is guaranteed.

### **Section 3.      PER DIEM SUBSTITUTE DRIVERS**

Per Diem substitute drivers are not available for work every day during the school year. Substitute rate will not exceed Step 5 of the salary schedule. No other terms and conditions of this collective bargaining agreement apply to per diem substitutes with the exception of ARTICLE IV, SECTION 1, A and ARTICLE V.

### **Section 4.      BUS ATTENDANTS**

Attendants must be available for work 6:45 a.m. to 9:00 a.m. and 1:45 p.m. to 4:00 p.m. each day, Monday through Friday. A minimum four and one-half (4.5) hour day is guaranteed.

### **Section 5.      PER DIEM BUS ATTENDANTS**

Per Diem substitute attendants are not available for work every day during the school year. Substitute rate will not exceed Step 5 of the salary schedule. No other terms and conditions of this collective bargaining agreement apply to per diem substitutes with the exception of Article IV, Section 1, A.1 (Seniority).

## **ARTICLE IV SENIORITY**

### **Section 1. SENIORITY: DEFINITION AND PURPOSE**

- A.** Seniority lists will be established for all classifications listed in Article III.

The seniority list for bus attendants shall be to assure that training is offered by seniority when student and program is not an issue. The District reserves the right to assign attendants based on student and program issues.

- B.** Both the District and the Association want a seniority system that is fair and equitable, easy to track, facilitates assignments, and is in line with civil service regulations.

1. In cases where individuals have the same start date, the date of Board appointment and then order on the agenda will determine seniority. Names of individuals to be considered on the agenda in the following order:

- a) Current unit member changing their classification and then new hires in alphabetical order by their last name.

2. Seniority will be tracked by one-half days. One-half day absences without pay do not count toward seniority.

- C.** New regular drivers and attendants must wait sixty (60) working days before becoming eligible to sign up for extra trips. In the event no regular driver is available or willing, the Director of Transportation has the right to assign the trip. The Association will be notified as soon as is practical.

- D.** Association members who have not been paid for a minimum of one hundred and twenty (120) days, including earned vacation and holidays, during the previous school year are not eligible for summer work.

- E.** The leave of absence form shall include the statement that “no seniority accrues during an unpaid leave of absence.”

### **Section 2. PREPARATION OF SENIORITY LIST**

- A.** The District must provide notification in writing to all association members by June 1 of each year a letter that allows unit members to inform the District of their intent to return to work the following school year. The letter indicating intent shall be returned by each unit member by June 25. Failure to do so may result in loss of runs or termination.
- B.** Representatives of the District and of the Association shall jointly prepare seniority lists of unit members.



### **Section 3. REASONS FOR LOSS OR CHANGE OF SENIORITY**

#### **A. Reasons for loss of seniority:**

1. Termination of employment by the District.
2. Voluntary termination.
3. Switching from regular driver classification to regular part-time driver or substitute driver.
4. If a regular driver is reclassified to part-time or substitute for longer than thirty (30) consecutive work days, he shall lose all seniority rights acquired prior to that time. If such driver subsequently returns to a "regular driver" classification, he shall be treated as a newly hired driver and shall be placed at the bottom of the seniority list.

#### **B. Reasons for change in seniority:**

1. A unit member will not receive seniority credit while on a leave of absence from work without notification and prior approval of the Director of Transportation unless the employee is subsequently excused, at the discretion of the District, due to situations of an emergency nature.
2. Seniority credit does not accrue on an unpaid leave of absence.

## **ARTICLE V SCHEDULING OF TIME**

### **Section 1. HOURS OF WORK**

- A. No unit member shall be required to work in excess of forty (40) hours per week based upon a five (5) day work week running from Sunday a.m. to Saturday p.m.
- B. Unit members shall be compensated at their applicable rate of pay as determined from Article VIII for all time worked, including the time they are required to be available for work as provided in Article III.

### **Section 2. UNIT MEMBERS' SCHEDULE**

#### **A. Departure and Arrival Times**

1. Departure time as defined in this contract is the time a bus leaves the transportation department parking lot to begin a run.

2. Arrival time as defined in this contract is the time a bus returns to the transportation department parking lot after the completion of a run.

### **B. Reporting Time**

1. Drivers shall report to work sufficiently in advance of the scheduled starting time for their first run to allow proper warm-up time necessary for top performance from the bus.
2. Ten (10) minutes shall be available prior to all departure times to allow for pre-trip check. In the event that the ten (10) minutes is not within the guaranteed time, time will be added.

### **C. Punch Out Times**

1. Punch out time will generally be five (5) minutes after arrival time to complete daily log and inspect the bus.
2. An additional fifteen (15) minutes will be allotted per day for fueling and cleaning.

## **Section 3. Assignment of Buses and Bus Runs**

**A. Definition of a Regular Run:** Regular runs are runs which are scheduled daily to transport students to and from school on a regularly scheduled basis. This includes all K-12 programming for the school year.

### **B. Assignment of Regular Runs**

1. Before the school year: The executive committee of the Association will be given an opportunity to meet with the Director of Transportation in Spring of each year to review the schedule for the next school year.
2. Unit members must have the necessary qualifications for a route to be eligible for assignment to the route.
3. The District reserves the right to assign or reassign a regularly assigned route to a particular member when the special needs of the student(s) makes assignment to a particular unit member appropriate.
4. The Association will be notified prior to any assignment made contrary to a seniority list.

### **C. Assignment of Regular Runs During the School Year**

1. Runs that become vacated or that are not assigned will be posted for a period of five (5) days and assigned to the most senior driver with the approval of the Director of Transportation and the Association President.
2. The Director of Transportation will assign, without any posting, any subsequent runs that are made available by the assignment of the vacant run. In these instances, this run will be posted prior to the next school year.

### **D. Extra Runs**

1. Extra Runs are defined as runs which are regularly scheduled but do not span the entire school year.
2. Extra Runs shall be assigned to regular drivers or attendants in order of seniority.
3. Late Run schedules will be available no later than 9:00 a.m. of the preceding Wednesday. The unit member selecting that late run will be guaranteed one hour from the scheduled departure time.

If a late run is cancelled, the unit member will receive one (1) hour pay from the time of the late run dismissal.

### **E. Extra Trips**

1. The definition of an extra trip is an individually scheduled transportation of a group such as a sports team or student class to and from locations. Extra trips do not have route sheets.
2. Extra trips shall be assigned using the procedure as outlined in the Extra Trip Practices and Procedures document. Per Diem substitutes may be used when no unit members are available. The Association will be notified as soon as is practical when per diem substitutes are used to cover an extra trip.
3. In the event an extra trip is cancelled within a twenty-four (24) hour period of the scheduled departure, the unit member will be paid for one (1) hour at his or her regularly hourly rate if notified.
4. If the unit member is not notified and subsequently arrives at the Transportation Department for the extra trip, they will be paid for three (3) hours at their hourly rate.

## **F. Temporary Assignments**

1. Temporary assignments are defined as regular runs that become available either because of the absence of a regular driver or it is a run lasting less than ten (10) working days.
2. Unit members are eligible for temporary assignments based on seniority, availability and qualifications.
3. Unit members accepting a temporary assignment may keep the assignment as long as the following conditions are met:
  - a) Performance is satisfactory.
  - b) Does not take any extra trips that would interfere with this assignment.

## **Section 4. OTHER ASSIGNMENTS/TRAINING**

- A.** Any unit member may volunteer to perform non-driving/non-attendant duties during regularly scheduled hours, 6:45 a.m. – 9:00 a.m. and 1:45 p.m. to 4:00 p.m., at the discretion of the Director of Transportation. Any non-driving/non-attendant duties that do not fall in those time periods must be handled by the provisions in Article VII, SECTION 3.
- B.** Regular drivers will be eligible to serve as driver trainers at the request of the Director of Transportation.
  1. The Association will be notified when a regular driver is to begin eligibility to be paid to train drivers.
  2. A unit member will not be eligible for mid-day runs on days they are training.
  3. Paid training time will be included in the unit member's accumulative trip time as set in the extra trip practices and procedures.
  4. The unit member will be eligible for training time during the summer break or vacation breaks provided there is mutual agreement.
  5. The unit member's eligibility to be paid for training will expire in two years with an extension provided there is mutual agreement.

## **ARTICLE VI SCHOOLS CLOSED DUE TO WEATHER EMERGENCY**

Whenever it is necessary to close school because of snow or other weather emergency conditions, an announcement of that fact shall be made over radio as early as is practical. In the event of such a closing, unit members shall not be required to report to work. Unit members shall sustain no loss of pay or other benefits for any such emergency. A unit member requested to report to work by his supervisor may do so at his option and shall receive straight time for all actual hours worked with a minimum of two (2) hours call-in time, together with such employee's regular pay for said day.

## **ARTICLE VII CONDITIONS OF EMPLOYMENT**

### **Section 1.     PHYSICAL EXAMINATIONS**

A medical examination shall be required at the beginning of employment and annually thereafter prior to the opening of each school year. The medical examinations shall be made by the school physician at the expense of the District.

### **Section 2.     LICENSES**

All drivers must hold a valid Class B with P and S endorsement, Commercial Motor Vehicle License upon hiring. All licenses will be checked twice a year by the Supervisor. Failure to hold a valid Class B with P and S endorsement, Commercial Motor Vehicle License will be grounds for immediate suspension or termination.

### **Section 3.     NON-UNIT WORK POSTING**

Any non-unit work available in the transportation department shall be posted at least one time per school year for a period of time not less than five (5) working days.

## **ARTICLE VIII WAGES**

### **Section 1.     WAGE SCHEDULE**

Unit members will be paid in accordance with the provisions of Article VIII through June 30, 2013. In the event that a successor agreement is not in place at the expiration of this contract, increments will not be paid until a successor contract is signed.

**A. Driver's Wages**

The wage increase, effective July 1, 2011, will be paid retroactively to September 1, 2011. The following percentages were used in the calculation of salaries, 2011-2012 = 2%; 2012-2013 = 2%.

|           | 2011-2012 | 2012-2013 |
|-----------|-----------|-----------|
|           | Year 1    | Year 2    |
| Increment | 0.33      | 0.34      |
| Start     | 15.09     | 15.39     |
| 1         | 15.12     | 15.43     |
| 2         | 15.20     | 15.46     |
| 3         | 15.28     | 15.54     |
| 4         | 15.35     | 15.62     |
| 5         | 15.64     | 15.69     |
| 6         | 15.91     | 15.98     |
| 7         | 16.14     | 16.25     |
| 8         | 16.36     | 16.48     |
| 9         | 16.83     | 16.70     |
| 10        | 17.14     | 17.17     |
| 11        | 17.43     | 17.48     |
| 12        | 17.71     | 17.77     |
| 13        | 17.92     | 18.05     |
| 14        | 18.13     | 18.26     |
| 15        | 18.34     | 18.47     |
| 16        | 18.54     | 18.68     |
| 17        | 18.75     | 18.88     |
| 18        | 18.96     | 19.09     |
| 19        | 19.17     | 19.30     |
| 20        | 19.38     | 19.51     |
| 21        | 19.58     | 19.72     |
| 22        | 21.25     | 19.92     |
| 23        | 21.66     | 21.59     |
| 24        | 22.08     | 22.00     |
| 25        | 22.29     | 22.42     |
| 26        | 22.91     | 22.63     |
| 27        | 23.33     | 23.25     |
| 28        | 23.54     | 23.67     |
| 29        | 24.16     | 23.88     |
| 30        | ×         | 24.50     |
| 31        | ×         | ×         |

## **B. Attendant's Wages**

The wage increase, effective July 1, 2011, will be paid retroactively to September 1, 2011. The following percentages were used in the calculation of salaries, 2011-2012 = 2%; 2012-2013 = 2%.

|           | 2011-2012 | 2012-2013 |
|-----------|-----------|-----------|
|           | Year 1    | Year 2    |
| Increment | 0.20      | 0.20      |
| Start     | 9.61      | 9.80      |
| 1         | 9.62      | 9.81      |
| 2         | 9.70      | 9.82      |
| 3         | 9.80      | 9.90      |
| 4         | 9.90      | 10.00     |
| 5         | 10.15     | 10.10     |
| 6         | 10.38     | 10.35     |
| 7         | 10.58     | 10.58     |
| 8         | 10.76     | 10.78     |
| 9         | 11.08     | 10.96     |
| 10        | 11.34     | 11.28     |
| 11        | 11.60     | 11.54     |
| 12        | 11.86     | 11.80     |

## **Section 2. WAGE PREMIUMS**

### **A. Attendance**

It is the expectation that drivers/attendants are expected to be in regular daily attendance. It is recognized, however, that special or unique circumstances may arise where a driver may need to be absent without pay. If so, the driver may request such an absence to the Director of Transportation. Based on available coverage, the Director may approve or disapprove such a request.

In order to maximize safety for students, the District and the Unit acknowledge that regular driver attendance is very important. Therefore, drivers will receive a monthly printout of their attendance. Regular attendance is to be acknowledged and celebrated.

In cases where there is a pattern of unusual absenteeism, the driver, his/her representative, and the Director will meet to discuss the matter and, if indicated, an improvement plan will be implemented. Continued unusual patterns of absenteeism unrelated to documented illness of the driver can lead to disciplinary action as appropriate.

A credit of \$250.00 per semester for those unit members with minimum guaranteed run time and \$300.00 for minimum guaranteed run time plus late runs and \$350.00 for minimum guaranteed run time plus kindergarten runs will be paid for 100% attendance excluding bereavement, jury duty, or paid personal business time.

## **B. Training**

Drivers will receive a one-time \$100 payment for completion of the basic driver training course.

Attendants will receive a one-time \$33.00 payment for completion of the attendant training course.

## **Section 3. WAGE AND BENEFIT CREDITED**

A unit member will be credited with a full year of service if he has been paid for 120 or more days, including earned vacation days and holidays, during the previous school year. Unit members paid for fewer than 120 days, including earned vacation days and holidays, during the previous school year will not be credited with a full year of service and will not advance on the salary schedule.

The number of school days worked by each regularly scheduled unit member plus that unit member's earned vacation days and holidays shall be multiplied by the basic number of hours per day which he is scheduled to work. The resulting number of hours shall be multiplied by that unit member's regular hourly rate of pay to determine his base salary.

## **Section 4. START RATES FOR EXPERIENCED DRIVERS**

Newly hired drivers will be paid at the starting rates listed in Section 1. A newly hired driver may be given wage credit for up to five years of verified experience as a school bus driver in New York State, provided such experience was obtained within ten years of date of hire. Wage credit will be determined prior to hiring and will take effect at date of hire. Date of hire is defined as the date the driver is licensed and certified as a part-time or regular Penfield school bus driver.



## **ARTICLE IX ABSENCES AND LEAVES**

### **Section 1. SICK LEAVE**

- A.** Regular unit members and regular part-time unit members working ten (10) or more scheduled hours per week will earn paid sick leave at the rate of ten (10) days per year, cumulative to one hundred sixty-five (165) days. During the first year of employment, sick days will be earned at the rate of one day per month for each month of work completed and will be computed on the average of daily regularly assigned hours worked per month. Thereafter, annual sick leave shall be credited in advance to all regular drivers on July 1 of each year. The annual leave shall be based on the average daily regularly assigned hours worked for the preceding year multiplied by 10 to equal total hours of credited paid sick leave. Days of accumulated sick leave earned prior to July 1, 1995 will be converted to hours of credited leave based on the driver's average daily regularly assigned hours worked during the previous school year.
- B.** Sick leave may be taken in increments of fifteen (15) minutes and shall be compensated at the employee's regular hourly rate of pay (exclusive of overtime, bonuses, and stipends) in effect at the time of the illness.
- C.** In order to be eligible for the above sick day benefit, the employee who is unable to work because of illness or injury must notify his supervisor as far as possible in advance of the start of the work day of such inability to work, but in any case at least one hour before his first scheduled run. The District will furnish employees with the name(s) and telephone number(s) of the person(s) to be notified if such notice must be given prior to 6:00 a.m. The employee must notify the office each day he expects to be absent unless he has submitted a doctor's statement as required in paragraph "d" below.
- D.** If time off for sickness exceeds three (3) consecutive work days, the District may require the employee, as a condition of payment, to submit a physician's statement certifying the disabling nature of the illness and the probable duration of disability. The District may also require such verification at other times if there is reason to believe that the sick day benefit is being misused. Failure to verify an illness may result in discipline or termination.

An employee who is absent from work five (5) or more consecutive work days shall, upon return, furnish the District with a doctor's statement verifying the illness and attesting to the employee's physical and mental ability to resume performance of his job duties. Failure to supply the required verification and certification may result in termination.

- E. An employee having advance knowledge of an impending medical or surgical procedure, including childbirth, which will require absence from work shall notify his supervisor at least eight (8) weeks prior to the anticipated beginning of such absence, or as soon as the employee acquires such knowledge. Such notice shall include the anticipated duration of the absence and the expected date of return to active employment.
- F. Employees receiving income benefits under Workers' Compensation are not eligible for duplicate sick leave benefits.

## **Section 2. CONVALESCENCE LEAVE**

- A. The District, in its discretion, may grant an extended leave without pay for the purpose of convalescence to an employee who has exhausted his accumulated sick days.
- B. To be eligible to apply for such unpaid convalescence leave, the employee shall furnish the District with a doctor's certificate verifying the nature of the illness and the anticipated duration of disability, subject to review by the District physician. The employee shall file a request for unpaid convalescence leave before expiration of his paid sick benefits and as far in advance as possible.
- C. No salary increments or other benefits shall accrue during convalescence leave; however, if an employee has worked a minimum of one hundred and twenty (120) days in a given school year, he shall be eligible for any wage increase granted in the following school year.
- D. Any employee on approved convalescence leave may continue to participate in District-sponsored group fringe benefit programs at his own cost and expense. The employee shall be solely responsible for payment in full of such premiums directly to the District payroll office prior to the dates due.
- E. Approved convalescence leave shall not constitute a break in seniority.

## **Section 3. UNPAID LEAVE OF ABSENCE**

- A. Unpaid leave of absence for a period of one (1) to sixty (60) calendar days may be granted by the District, in its discretion, upon good reason given.
- B. Requests for unpaid leave of absence must be made in writing to the Assistant Superintendent of Personnel at least four (4) weeks in advance of the time when the employee wishes the leave to begin.
- C. If no driver is available to cover for the employee requesting leave, the request may be denied.

- D. Regular drivers granted such leaves of absence for a period less than sixty (60) days shall retain previously earned seniority but shall not have the time of the leave credited for seniority purposes.
- E. Employees taking leaves of absence without permission or in excess of sixty (60) days shall lose all seniority rights and may, at the District's discretion, be regarded as voluntarily terminated.

#### **Section 4. EMERGENCY LEAVE**

Unpaid emergency leave may be granted at the District's discretion provided the employee notifies the Assistant Superintendent of Personnel as soon as possible of the reason and probable length of time needed. If additional time becomes necessary, the employee must request it prior to expiration of the first period granted. Failure to do so followed by absence from work will be considered voluntary termination of employment.

#### **Section 5. CHILD-REARING LEAVE**

Unpaid child-rearing leave will be granted for a period of time not to exceed one (1) year.

Written requests for such leave must be made to the Assistant Superintendent of Personnel at least eight (8) weeks prior to the date when the employee wishes such leave to begin. Such request shall include the anticipated duration of the absence and the expected date of return to active employment.

No credit for seniority and no salary increments will be granted to the employee on child-rearing leave.

#### **Section 6. PERSONAL BUSINESS DAYS**

- A. Definition: Personal time equals sixteen (16) hours of paid time.
- B. A regular unit member will be granted up to (16) sixteen hours of personal business time each year for the purpose of conducting compelling personal business which, for reasons beyond the unit member's control, cannot be conducted at a time outside of the unit member's scheduled work hours. Such time may be taken in increments of fifteen (15) minutes and shall be compensated at the unit member's regular hourly rate of pay exclusive of overtime, bonuses, and stipends in effect at the time.
- C. Personal business leave shall not be taken for shopping, recreational purposes, or other employment.
- D. To be eligible for such paid personal business leave, the employee shall give his supervisor at least two (2) days' advance notice in writing on a form supplied by the District, attached to this Agreement as Appendix A.

- E. Any unused personal time shall be added to the employee's accumulated sick leave at the end of the school year.
- F. Personal time is not to be used immediately preceding or following a holiday. Approval of days requested (paid or unpaid) immediately preceding or following a holiday is in the sole discretion of the Director of Transportation.
- G. Additional personal time may be granted with or without pay at the discretion of the Assistant Superintendent of Personnel.

#### **Section 7.     BEREAVEMENT LEAVE**

- A. In the event of death in the immediate family, regular drivers will be granted a maximum of five (5) days leave of absence with pay, provided that such days are regularly scheduled work days for the employee.

For purposes of this subsection, "immediate family" shall be defined and limited to the following family members: spouse, children, mother, father, brothers, sisters, grandparents, grandchildren, aunts, uncles, and corresponding in-laws.

- B. Bereavement leave shall not be cumulative. Personal time shall be used for bereavement leave for other individuals not specifically covered in the preceding paragraph i.e. friend, colleagues, etc.

#### **Section 8.     JURY DUTY**

- A. When an employee is called for jury duty, the District will, upon presentation of proper proof, pay to the employee his regular hourly wage, less all jury duty fees received by the employee, for any time served which falls within the employee's regularly scheduled work hours. Jury duty compensated by the District shall be limited to a period of time not to exceed ten (10) work days annually. If an employee is serving on a jury panel for a trial which extends beyond the ten day limit, the employee will receive compensation for such additional time. No compensation will be paid by the District beyond the first ten days for grand jury service.
- B. To be eligible for the above benefit, the employee must:
  - 1. Immediately notify his supervisor on the next work day after receiving the summons and furnish the District with a copy of said summons
  - 2. Report for work whenever his attendance as a juror is not required by the court
  - 3. Cooperate with the District by joining in a request for deferral of jury duty whenever, in the District's judgment, such a deferral is necessary

Salary payments for attendance at court for other reasons shall be at the discretion of the District.

**ARTICLE X  
FRINGE BENEFITS**

**Section 1. HEALTH INSURANCE**

**A. Eligibility**

1. All regular unit members who are scheduled to work twenty (20) or more hours per week, except as excluded in paragraph (2) below, shall be eligible for coverage under the District's health insurance program.
2. Any employee who is covered under another equal or better health insurance policy or health services plan at no cost to himself shall not be eligible for the above coverage.
3. Regular part-time employees working less than twenty (20) hours per week may enroll in the District health insurance plan at no cost to the District. Substitutes are not eligible for coverage.

**B. Payment of Benefits**

All health insurance benefits will be paid in accordance with the terms and conditions of the applicable insurance policy, and the District assumes no obligation for payment of health insurance benefits.

**Cost**

**Unit members hired prior to January 1, 2012**

|  |                                     | 2011-2012 | 2012-2013 |
|--|-------------------------------------|-----------|-----------|
| <b>RASHP<br/>Blue Point II<br/>Select</b>  | <b>District<br/>Contribution</b>    | 90%       | 90%       |
|  | <b>Unit member<br/>Contribution</b> | 10%       | 10%       |
| <b>RASPH<br/>Blue Point II<br/>Value</b>   | <b>District<br/>Contribution</b>    | 90%       | 90%       |
|  | <b>Unit member<br/>Contribution</b> | 10%       | 10%       |
| <b>RASHP Blue Point II Extended: Unit members will pay the difference between the RASHP II Extended plan and the District's contribution toward the RASHP II Value plan.</b> |                                     |           |           |
| <i>* Should a pre-January 1, 2012 Blue Point II Extended subscriber voluntarily elect to leave the Extended Plan, they will not be allowed to re-enroll.</i>                 |                                     |           |           |

### **Unit members hired after January 1, 2012**

|   |                                     | <b>2011-2012</b> | <b>2012-2013</b> |
|---|-------------------------------------|------------------|------------------|
| <b>RASHP<br/>Blue Point II<br/>Select</b> | <b>District<br/>Contribution</b>    | 80%              | 80%              |
|   | <b>Unit member<br/>Contribution</b> | 20%              | 20%              |
| <b>RASPH<br/>Blue Point II<br/>Value</b>  | <b>District<br/>Contribution</b>    | 80%              | 80%              |
|   | <b>Unit member<br/>Contribution</b> | 20%              | 20%              |

1. When an insured employee fifty-five (55) years of age or more retires after fifteen (15) consecutive years of service with the District, the District will pay the District's share of the equivalent cost of a single contract for RASHP II Select until the retiree reaches sixty-five (65) years of age. The retiree shall pay the cost difference to the District between the family and single contract the retiree chooses and the District's contribution toward for a single level contract for RASHP II Select. A retiree who drops health insurance coverage under the District's group insurance program may not thereafter be reinstated.

#### **C. Notice Requirements**

Employees are responsible for notifying the Personnel Office of any changes affecting insurance coverage such as change of address, change of marital status, or when a covered child reaches age 26.

#### **Section 2. DENTAL INSURANCE**

All unit members who are scheduled to work at least twenty (20) hours per week shall be covered under the District's group dental plan or other dental insurance program substituted by the District with benefits which are comparable to or exceed said Blue Cross/Blue Shield dental contract. The District shall contribute fifty percent (55%) of the premium cost and the eligible unit member shall contribute the remaining forty-five percent (45%) of the premium cost.

#### **Section 3. FLEXIBLE SPENDING ACCOUNTS**

Employees will be eligible for participation in the District's Flexible Spending Account options for health and dental insurance premium contributions and non-reimbursable medical and dependent care expenses. Minimum employee deduction for either medical or dependent care expenses shall be \$100. Minimum employee payroll deductions for medical and dependent care expenses shall be the amounts allowable under IRS rulings. To remain eligible for Flexible Spending Account deductions, the employee must be on active status.

#### **Section 4.     DISABILITY INSURANCE**

- A.** All regular unit members who are scheduled to work twenty (20) or more hours per week shall be eligible for coverage under the District's disability insurance program.
- B.** Cost of this program will be shared on a 50-50 basis between the member and the District. The District assumes no responsibility for payment of benefits. All benefits shall be paid in accordance with the express provisions of the applicable insurance policy.

#### **Section 5.     TAX SHELTERED ANNUITY**

Unit members will be allowed to participate in the tax sheltered annuity plans now approved by the District upon execution of proper authorization forms. Details are available at the Personnel Office.

#### **Section 6.     RETIREMENT**

The Penfield Central School District is a participating member of the New York State Employees' Retirement System, and covered employees receive retirement benefits in accordance with the written provisions of that plan. All regular and part-time drivers earning \$1,000 or more a year may join. Penfield Central School District subscribes to the Non-Contributory Retirement Plan (also referred to as the 1/60 Plan). Unit members who are Tier I and II members, i.e., anyone joining the retirement system prior to July 1, 1976, will be covered under the Non-Contributory New Career Plan Section 75-i (also referred to as the 1/50 Plan).

Employees are also covered by Option 41-J that allows unused sick leave credit up to one hundred sixty-five (165) days to be applied as additional service credit after the unit member has vested in the retirement system.

All 12-month unit members hired after July 1, 1976 are required to contribute to the retirement plan. All 12-month employees must join the current retirement program. Part-time or 10-month unit members will be given the option of joining. All benefits under such retirement program are paid in accordance with the terms and conditions set forth in the written plan. Further details are available from the Personnel Office.

#### **Section 7.     WORKERS COMPENSATION**

- A.** All employees of the Penfield Central School District are covered by Workers' Compensation for injury or illness arising from the performance of their job duties. Accidents occurring on the job should be reported immediately to the employee's supervisor.
- B.** Claims for Workers' Compensation should be made through the office of the supervisor in charge.

- C. All unit members eligible for Workers' Compensation due to job-related injuries or illness may elect payment of wages under Plan 1 or Plan 2 set forth below.

#### **Plan 1**

The District shall continue to pay the injured employee his full regular pay for the employee's earned eligibility period. The earned eligibility period is computed at the rate of one (1) day for each month of work completed in the service of the District up to a maximum of sixty (60) days. Computation of the eligibility period for part-time employees shall be prorated according to time worked, if the employee elects this option, the District shall receive reimbursement for wages paid from the Workers' Compensation insurance in the amount the employee is eligible to receive under that plan. Upon expiration of accumulated Workers' Compensation leave, the employee may elect to use accumulated sick leave benefits. If the District is reimbursed for such paid sick leave from the Workers' Compensation Insurance, the employee's sick leave will be restored in the proportion to the amount of the reimbursement. At the expiration of leave benefits paid by the District, the employee will receive awarded Workers' Compensation benefits. All benefits received under Workers' Compensation Insurance will be paid in accordance with the express terms and conditions of the applicable insurance policy.

#### **Plan 2**

The employee may apply for immediate consideration and payment under the Workers' Compensation Insurance. All benefits received under the Workers' Compensation Insurance will be paid in accordance with the express terms and conditions of the applicable insurance policy.

### **Section 8. HOLIDAYS**

- A. All unit members are entitled to eleven (11) paid holidays listed below. Regular part-time unit members shall receive prorated holiday pay for each of these holidays. The holidays are:

|                        |  |
|------------------------|--|
| Columbus Day           | New Year's Day   |
| Veteran's Day          | Martin Luther King, Jr. Day                            |
| Thanksgiving Day       | President's Day  |
| Day after Thanksgiving | Good Friday  |
| Christmas Day          | Memorial Day   |
|                        | One additional day to be determined by the Association |

Pay for each of these days will be received in the first check after the holiday.

- B. Unit members on unpaid leave of absence will not receive any holiday pay.



## **Section 9. VACATIONS**

**A.** All unit members are entitled to paid vacations as follows:

| <u>Years of Service</u> | <u>Paid Vacation Days</u> |
|-------------------------|---------------------------|
| 1-10 years              | 1 day per year of service |
| 11 years                | 11 days                   |
| 12 years                | 12 days                   |
| 13 years                | 13 days                   |
| 14 years                | 14 days                   |
| 15 and over years       | 15 days                   |

**B.** Vacation days will be credited first on the anniversary date of the driver's date of hire; thereafter, they will be credited on September 1 of each year.

**C.** Vacation days may be taken only when school is not in session, starting with the winter recess in December. An individual unit member's vacation days will be allocated sequentially until depleted according to the following schedule:

Winter Recess  
February Recess  
Spring Recess  
From last day of school to June 30

Vacation days are not cumulative from one year to the next.

## **Section 10. JOB-RELATED EXPENSES**

**A.** The District will pay the tuition for job-related courses which have received prior approval from the Assistant Superintendent of Personnel.

**B.** The District will reimburse unit members the difference between a regular driver's license and a class b driver's license

## **Section 11. INSERVICE COURSE INCENTIVE**

A one-time incentive payment of seventy-five (75) dollars will be given for each inservice credit hour successfully completed provided all inservice courses are approved in advance by the Assistant Superintendent of Personnel. In the absence of special circumstances as determined by the Assistant Superintendent of Personnel, no more than three (3) inservice courses per employee per year may be approved for incentive payment. The Personnel Office must be furnished with a certificate of successful completion signed by the course instructor.

When a unit member has his costs for District-approved courses reimbursed by the District, he shall not be eligible to receive payment of an inservice incentive award under this provision.

## **ARTICLE XI EMPLOYEE DISCIPLINE**

Discipline of unit employees to whom Section 75 of the Civil Service Law applies shall be in accordance with the procedures set forth in Section 75. The following procedure applies only to bus drivers who have served their six-month probationary period. Discipline of all other employees to whom section 75 of the Civil Service Law is not applicable shall be governed by the following procedure:

- Step 1. The supervisor shall meet with the employee to discuss the facts and circumstances of the poor performance or misconduct. The employee may have an Association representative present if he wishes unless the nature of the misconduct, circumstances, or timing make it impractical to do so.
- Step 2. An employee who has been disciplined may request that the discipline imposed be reviewed by the Director of Business Affairs. Such request shall be submitted in writing within five (5) work days after the imposition of the discipline. The request shall set forth in detail the employee's reasons for believing that the discipline should be modified. The employee shall furnish a copy of his request to the supervisor. The supervisor shall thereafter submit to the Director of Business Affairs written details of the facts and circumstances upon which the discipline was based, and a copy thereof shall be furnished to the employee prior to the meeting described below.
- Step 3. The Director of Business Affairs shall hold an informal meeting within five (5) work days after receiving the employee's request. The employee and the supervisor shall each have the right to be present and to make arguments concerning the disciplinary action. The employee may bring an Association representative or another unit member of his own choice to this meeting.

The Director of Business Affairs shall render a decision in writing within five (5) work days after the informal meeting, and such decision shall in all respects be final and shall not be subject to the grievance procedure of this Agreement and shall not be reviewable by any administrative body or a court of law.

## **ARTICLE XII GRIEVANCE PROCEDURES**

### **Section 1. DEFINITIONS**

- A. Grievance:** A grievance shall mean any complaint by the grievant regarding an alleged violation or misinterpretation of a specific provision of this Agreement, but shall not include any other matter which is otherwise reviewable by law.
- B. Chief Administrator:** Chief Administrator shall mean the Superintendent of Schools, the acting Superintendent of Schools or the Superintendent's designee.
- C. Grievant or Aggrieved Person:** A "grievant" or "aggrieved person" shall mean any person in the bargaining unit who is personally aggrieved by the act complained of in the grievance.

### **Section 2. BASIC PRINCIPLES**

- A.** A grievant shall have the right to present grievances in accordance with these procedures free from coercion, discrimination or reprisal. Any individual shall also have the right to resolve any problem informally without recourse to this procedure.
- B.** A grievant shall have the right to be represented at any stage of the procedures by another unit member of his own choosing. At the Stage IV arbitration hearing, the grievant shall have the right to be represented by counsel.
- C.** All grievances shall be settled in accordance with the following grievance procedure, and there shall be no strikes or cessation of work by the employees during the term of this Agreement.
- D.** Adherence to the time limit for filing a written grievance at Stage II shall be a condition precedent to the grievant's right to maintain a grievance. Time limits may be extended only by mutual written agreement. Failure of the grievant to adhere to such time limits shall result in dismissal of the grievance. Failure of the District to respond in a timely fashion shall permit grievant to take an appeal within the time limits applicable had the District rendered its decision on the last day under the applicable time limit.

### **Section 3. GRIEVANCE PROCEDURE**

#### **A. STAGE I**

1. Within five (5) working days after the aggrieved person knew or should have known of the events giving rise to the alleged grievance, he and/or his chosen representative shall present the grievance orally to the employee's immediate supervisor and attempt to informally resolve the matter.
2. The supervisor shall orally inform the grievant of his decision within five (5) working days after the grievance has been presented to him.
3. If the grievance is not resolved to the grievant's satisfaction through oral discussion, the grievant may proceed to Stage II.

#### **B. STAGE II**

1. Within fifteen (15) working days after the grievant knew or should have known of the events giving rise to the grievance, the grievant who wishes to pursue said grievance shall reduce the grievance to writing and submit a copy of same to the Assistant Superintendent for Business. Every written grievance shall set forth in sufficient detail the following information:
  - a) The identity of the aggrieved person.
  - b) A statement describing the nature of the alleged grievance and the acts or occurrences giving rise to the alleged violation of the Agreement, including applicable dates and time.
  - c) The specific article or provision in the Agreement under which the grievance is brought.
  - d) The identity of any person or persons involved in the events or who witnessed the event or have knowledge necessary to an adequate and proper investigation.
  - e) The redress sought by the grievant.
2. Within ten (10) working days after receipt of the written grievance, the Assistant Superintendent for Business shall render a decision thereon in writing and present it to the grievant.

### **C. STAGE III**

1. Within five (5) working days after the written decision rendered at Stage II has been served upon the grievant, by (a) personally handing it to the grievant, or (b) leaving the decision in the grievant's school mailbox, or (c) mailing the decision to the grievant at the mailing address specified on the grievance form, the grievant may request review of that decision by the Chief Administrator. If no decision is served by the Stage II decision-maker within the specified time limits, the grievance shall be deemed to have been denied.

The request for review shall be in writing and must be accompanied by a copy of the written grievance along with copies of all written replies and decisions rendered.

2. Within five (5) working days after receipt of the written request for review, the Chief Administrator shall, if requested, establish a time and place for an informal hearing.
3. The Chief Administrator or his designee shall preside at such informal hearing at which time the parties may appear and present oral and written statements supplementing their position in the case.
4. The Chief Administrator or his designee shall render a final written decision within fourteen (14) working days after such informal hearing, or if no hearing is requested pursuant to subdivision 2, then a written decision shall be rendered within fourteen (14) working days of receipt of the written request for review.

### **D. STAGE IV ARBITRATION**

1. If the decision of the Chief Administrator rendered pursuant to the procedure set forth in Stage III is not satisfactory to the grievant, the Association, with the consent of the grievant, may submit the grievance to arbitration by written notice to the Board of Education made within fifteen (15) working days after service of Stage III decision. The filing of said notice of intent to arbitrate in a timely manner shall be a condition precedent to the right to arbitrate hereinafter provided.
2. Within five (5) working days after receipt of written notice of submission to arbitration, the Chief Administrator and the President of the Association will attempt to agree upon a mutually acceptable arbitrator and will attempt to obtain a commitment from said arbitrator to serve.
3. If the Chief Administrator and the President of the Association are unable to agree upon an arbitrator or obtain a commitment from him to serve within the specified period of time, a request for a list of arbitrators will be made to the American Arbitration Association. However, if the parties mutually agree, the request for a list of arbitrators may be submitted to PERB.

4. Each party reserves the right to reject one complete panel of arbitrators on each grievance. In selecting the arbitrator from the list submitted, each party shall alternately strike names until one name remains, that person shall then become the arbitrator.
5. The selected arbitrator will hear the matter promptly and will issue his decision to the Association and the Board of Education not later than thirty (30) calendar days from the date of the close of the hearing, or if written statements are submitted, then from the date established for submission of such written statements.
6. No transcript or tape recordings of an arbitration hearing shall be kept except upon mutual consent of the parties, and in such case, each party shall pay one-half of the cost of preparing such transcript or recording.
7. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue submitted. However, the arbitrator shall not submit observations or declarations of opinion which are not essential in reaching the decision.
8. The decision of the arbitrator shall be final and binding upon all parties.
9. The arbitrator shall have no power or authority to make a decision or award which:
  - a) Adds to, subtracts from, or modifies any provision of this Agreement or which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement;
  - b) Limits or interferes in any way with the discretion, powers and duties of the Board of Education or the Superintendent of Schools under Board of Education policy or applicable law;
  - c) Orders the payment of damages of any kind whatsoever except payment of wages or monetary benefits wrongfully withheld subsequent to the filing of the written grievance;
  - d) Orders any relief whatsoever if the award is made after the time limits prescribed herein and a party makes a timely objection to the delay pursuant to Section 7507 of the New York C.P.L.R.
10. The arbitrator shall hear only one grievance at a time.
11. The fees and expenses of the arbitrator and the cost of the hearing room shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

## **ARTICLE XIII MANAGEMENT RIGHTS**

### **Section 1.**

The District retains the full right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, machinery, parts, tools, materials, and all equipment which may be used in the operation of its business or in supplying its services; to promulgate rules and regulations for the conduct of employees, and to maintain order and efficiency in all of its departments and operations, including the right to discipline, suspend, and discharge employees; to hire, layoff, assign, transfer and promote, including the sole right to determine the qualifications of employees, to determine the starting and the quitting time and the number of hours worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

### **Section 2.**

The above rights of the District are not all inclusive, but indicate the type of matter or rights which belong to and are inherent to the District. Any and all rights, powers, and authority held by the District prior to entering this Agreement, including all common law management rights and prerogatives, are retained by the District except as expressly and specifically abridged, delegated, granted, or modified by a specific provision of this Agreement or as otherwise provided by law.

## **ARTICLE XIV CHANGES AND DURATION**

### **Section 1. LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

### **Section 2. SAVINGS CLAUSE**

In the event that any provision of this Agreement is held to violate existing law by a court of competent jurisdiction, said provision shall not bind either of the parties, but the remainder of this Agreement shall continue in full force and effect as if the invalid or illegal provision had not been a part of this Agreement.

### **Section 3. COMPLETE AGREEMENT**

This Agreement shall constitute the full and complete commitment between the parties, and the provisions of this Agreement may not be altered or modified by verbal statement or in any other way except through the voluntary mutual consent of the parties expressed in a written and signed amendment annexed hereto.

### **Section 4. OPENING NEGOTIATIONS**

#### **A. Bargaining Proposals**

The Association shall submit its written bargaining proposals to the Superintendent of Schools no later than the first day of March prior to the expiration date of the current Agreement.

#### **B. First Meeting**

Upon the request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be established, but in no event shall the first meeting be scheduled prior to the first day of March before the expiration date of the current Agreement unless both parties agree otherwise.



## **Section 5. DURATION**

The provisions of this Agreement shall be effective on and after July 1, 2011, except as otherwise provided herein or by a written amendment made and annexed hereto, and no provision shall have any retroactive effect unless specifically provided for in writing. This Agreement shall continue in full force and effect until midnight, June 30, 2013.

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Cathy Underberg, President  
Penfield School Transportation Association

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John Carlevatti  
Superintendent of Schools